

### **REMARKS**

This amendment is being filed in response to the Office Action mailed August 17, 2007. In that Office Action, claim 13 was objected to and claims 1-18 were rejected on prior art grounds. The Office Action also stated that Applicants' declaration was defective. Claim 13 has been amended. Accordingly, claims 1-18 are currently pending in the application.

#### **Defective Declaration**

The Office Action states that the declaration submitted with the application is defective and requests the submission of a new oath or declaration in compliance with 37 C.F.R. §1.67(a). Specifically, the Office Action argues that non-initialed and/or non-dated alterations have been made to the oath or declaration without conforming to 37 C.F.R. §1.52(c). Applicants submit that an alteration was indeed made to the declaration, but the alteration conforms to the requirements of §1.52(c). 37 C.F.R. §1.52(c)(1) requires that:

Any interlineation, erasure, cancellation or other alteration of the application papers filed must be made before the signing of any accompanying oath or declaration pursuant to §1.63 referring to those application papers and should be dated and initialed or signed by the applicant on the same sheet of paper. (Emphasis added.)

Mr. Schwinke crossed out the residence and post office address listed under his name and wrote his new residence and post office address under his name. Then, Mr. Schwinke signed and dated the declaration. These actions fulfill the requirements of §1.52(c) because Mr. Schwinke: 1) edited his address before he signed the declaration; and 2) signed and dated the declaration adjacent his alteration. Accordingly, Applicants respectfully submit that the declaration is not defective under §1.52(c).

#### **Claim Objection**

Claim 13 was objected to under 37 C.F.R. §1.75(c) as being of improper dependent form for failing to further limit the subject matter of a previous claim. The Office Action argues that claim 13 is an improper dependent claim because it does not

properly further limit the subject matter of the claim from which it depends. Claim 13 has been amended to read “The computer readable medium of claim 12.” This preamble follows the language of the preamble in claim 12 and properly limits the subject matter of the claim. Accordingly, Applicants respectfully request withdrawal of the objection.

**Claim Rejections under §102(e)**

Claims 1-18 stand rejected under 35 U.S.C. §102(e) as being unpatentable over Vieweg (U.S. Patent 6,611,194) and under 35 U.S.C. §102(b) as being unpatentable over Vieweg et al. WO 98/39875.

Vieweg is directed to a method for inserting a service key in a terminal. Vieweg discloses the retrieval of encrypted service data transmitted to a terminal from a service center via a communication channel. For instance, a terminal contains a decoding key that is placed in the terminal during manufacture. A service center encodes a service key with a coding key and transmits the service key to the terminal. The terminal can then decode the service key with the decoding key and use the service key to decode encrypted data transmitted by the service center.

**Claims 1, 10, and 18**

Applicants’ independent claims 1, 10, and 18 involve managing a vehicle telematics device subscription service cycle at a vehicle telematics device. The claims variously recite the steps of: associating a vehicle telematics device with a vehicle telematics subscription service, maintaining subscription service data at the vehicle telematics device, and deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data.

First, Vieweg is missing elements of Applicants’ claim. For instance, Vieweg fails to disclose Applicants’ step of maintaining subscription service data at the vehicle telematics device. The Office Action points to Vieweg’s service key stored on the terminal and likens the key to subscription service data stored on the telematics device. But it is improper to correlate Vieweg’s service key with Applicants’ subscription service

data. Vieweg discloses the coded insertion of a service key (*for service data*) from a service center 3 or 4 into a terminal 2. See column 4, lines 5-6. The service key permits the terminal to decode service data, but is not the service data itself. Vieweg's usage is consistent with this interpretation. In another passage, Vieweg teaches the service key "allow[ing] the terminal to use the service key to decode service data (relating to traffic information, navigation, etc.)." See column 3, lines 27-31. Therefore, Vieweg's service key is not subscription service data maintained at the terminal. Furthermore, Vieweg's service data is not maintained at the terminal, but is downloaded to and decoded there. Accordingly, Vieweg's use of a service key or service data does not disclose Applicants' step of maintaining subscription service data.

Vieweg also fails to disclose Applicants' step of deactivating the vehicle telematics device at the vehicle at the expiration of the subscription service based on the subscription service data. The Office Action directs our attention to Vieweg's use of service keys. Vieweg discloses the simple, efficient, and secure insertion of new service keys which may be necessary when a subscription period has expired for a particular service. However, the Office Action does not provide support in Vieweg that discloses deactivating the vehicle telematics device based on subscription service data maintained at the vehicle. Vieweg doesn't deactivate the terminal. Nor is doing so inherent in Vieweg. Rather, Vieweg discloses the insertion of new service keys in response to the expiration of a subscription service for a particular period, but does not say how that expiration is determined or what occurs at expiration. See column 1, lines 49-51. Therefore, Vieweg cannot be viewed as disclosing Applicants' step.

Furthermore, there is no apparent reason why one of ordinary skill in the art would modify Vieweg's teachings or combine its teachings with another reference to make up for the above noted deficiencies. More specifically, there is no apparent reason to modify Vieweg's teachings in order to maintain subscription service data at a terminal. Vieweg is directed to optimizing key-related procedures and teaches utilizing a service key to enable the decryption of received encrypted service data from a service center. Vieweg has no reason to store subscription service data because Vieweg's teachings are focused on ways of enabling secure downloading of encrypted data from a service

provider. Consequently, Vieweg's use of coded keys in the terminal teaches away from the need to store subscription data at the terminal. Accordingly, Applicants submit that claims 1, 8, and 18 are patentable over the prior art. Claims 2-9 and 11-17 depend, respectfully, from claims 1 and 10 and should be allowed therewith.

*Other Claim Distinctions*

Apart from their dependence on the independent claims, other dependent claims contain patentable distinctions worth noting. For example, claims 2 and 11 recite configuring an enrollment event trigger parameter in the vehicle telematics unit. The Office Action argues that Vieweg's disclosure of service keys that may expire in the device and render the device inoperable, and hence require replacement with a new service key as teaching the subject matter of this claim. However, Vieweg neither states nor requires that the terminal be rendered inoperable, nor does it teach or suggest use of any type of trigger. Therefore, Vieweg cannot be viewed as disclosing the subject matter of claims 2 and 11. Accordingly, claims 2 and 11 are patentably distinct from Vieweg independent of their dependence on independent claims 1 and 10. Thus, these claims should be allowed regardless of the allowability of their independent claims.

*Claim Rejections under §102(b)*

Claims 1-18 are rejected under §102(b) as being unpatentable under Vieweg et al. WO 98/39875. These rejections appear to be based on the same teachings and same basis as those given for §102(e). If they are the same, then Applicants' arguments articulated above apply for these rejections as well. Additionally, MPEP 706.02 (II) addresses reliance on abstracts and foreign language documents in support of a rejection. It states that if the document is in a language other than English and the examiner seeks to rely on that document, a translation must be obtained so that the record is clear as to the precise facts the examiner is relying upon in support of the rejection. The attached foreign patent is in German, and if the Office Action relies on rejections different than those articulated under §102(e) the Applicants request an English translation of the foreign patent.

**Conclusion**

In view of the foregoing, Applicants respectfully submit that all claims are allowable over the prior art. Reconsideration is therefore requested. The Examiner is invited to telephone the undersigned if doing so would advance prosecution of this case.

The Commissioner is hereby authorized to charge Deposit Account No. 07-0960 for any required fees, or to credit that same deposit account with any overpayment associated with this communication.

Respectfully submitted,

REISING, ETHINGTON, BARNES, KISSELLE, P.C.

/James D. Stevens/

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JDS/ECC

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James D. Stevens  
Registration No. 35,691  
P.O. Box 4390  
Troy, Michigan 48099  
(248) 689-3500